

**FOR COUNTY USE ONLY**

County of San Bernardino

F A S**STANDARD CONTRACT**

X	New	Vendor Code		SC	Dent.	A	Contract Number	
	Change							
	Cancel							
County Department					Dept.	Orgn.	Contractor's License No.	
Arrowhead Regional Medical Center								
County Department Contract Representative					Telephone		Total Contract Amount	
Mark H. Uffer, Director					580-6150		Varies	
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code			Contract Start Date		Contract End Date		Original Amount	
							Amendment Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
EAD	MCR	MCR	100	1010			Varies	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name				Estimated Payment Total by Fiscal Year				
Chief Financial Officer				FY	Amount	I/D	FY	Amount

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Catherine Rodriguez

Address

Hereinafter called Contractor

Telephone

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

RECITALS

WHEREAS, the County of San Bernardino operates the Arrowhead Regional Medical Center which requires the services of Chief Financial Officer; and

WHEREAS, the County desires to contract with Contractor for Chief Financial Officer services; and

WHEREAS, Contractor is qualified to perform such services;

NOW, THEREFORE, the parties hereto agree as follows:

TERMS OF AGREEMENT

1. County agrees to:

- Furnish general liability insurance coverage for Contractor while Contractor is working at the Arrowhead Regional Medical Center.

- b. Furnish Workers' Compensation coverage for hours actually worked under this agreement in an amount and under such terms as required by the California Labor Code.
- c. Make available to Contractor the rules, regulations and policies of the Arrowhead Regional Medical Center, and to orient and acquaint Contractor with the Arrowhead Regional Medical Center's rules, regulations and policies.

2. Contractor agrees to:

- a. Meet the qualifications and standards established by County as follows:

Minimum Education: 30 semester (45 quarter) units of college coursework in business administration, accounting, hospital administration or a closely related field.

Minimum Experience: Four years of increasingly responsible acute care hospital experience in developing and administering a multi-million dollar budget and supervising the fiscal operation programs, including cost accounting, rate setting and patient accounts.

Substitution: A Master's degree in business, hospital or public administration or a closely related field, or a certificate of public accounting may be substituted for one year of the required experience.

- b. Abide by all the Arrowhead Regional Medical Center's rules, regulations and policies and perform work as assigned according to established standards pursuant to County supervision and direction.
- c. Work assigned shifts and hours as mutually agreed upon in advance including weekend obligations.
- d. Be scheduled to work eighty (80) hours per pay period.

3. Duties and responsibilities:

- a. Direct and manage the hospital's fiscal system, maintenance and central material services; develop, modify and interpret the fiscal policies and procedures of Arrowhead Regional Medical Center and make recommendations for appropriate changes to the Hospital Director.
- b. Manage and coordinate fiscal operations of the department, which include but are not limited to the functions of budgeting, fiscal control, accounting, purchasing and contract administration; direct the preparation of complex fiscal analysis and management reports which provide timely statements of the hospital's fiscal condition.
- c. Direct fiscal, maintenance and central material activities through subordinate supervisors; select, train, evaluate and discipline staff; explain new policies, procedures, methods and systems; serve as a reference for substantial problems.
- d. Supervise the preparation of the departmental budgets for fiscal services, maintenance and central material; review, analyze and prioritize internal budget requests; provide justifications and prepare the final budget package.
- e. Resolve difficult problems with State Medi-Cal and Medicare programs and other governmental agencies.
- f. Initiate, develop and establish new systems to maximize revenue and maintain control over expenditures.
- g. Perform related duties as assigned or requested.

COMPENSATION

4. Contractor shall be compensated at the bi-weekly rate of \$4615.38. On an annual basis, Contractor's work performance shall be reviewed by the Chief Operating Officer. Contractor may be eligible for a merit increase in compensation at the conclusion of a 12-month period (2080 hours), and such increase is to be based upon recognition of Contractor's job performance. Any increase shall be effective upon execution of a written amendment to this Agreement.
5. Contractors shall be eligible for reimbursement of moving expenses up to but not exceeding three thousand dollars (\$3,000) providing the moving expenses were authorized, incurred and documented as a result of accepting the position and remaining for twelve (12) months subsequent to hire. If the employee voluntarily resigns employment prior to completion of twelve months' service, the employee shall be required to reimburse the County for any payment made for moving expenses. If the employee fails to reimburse the County, the amount shall be recovered via payroll recovery from the employee's final pay.

BENEFITS

6. Contractor shall receive the same benefits as employees in the Exempt Unit (group C) including, but not limited to, opt-out provisions.

OTHER TERMS

7. This Agreement is for a one (1) year term from the date of execution by the parties and shall be automatically renewed on each anniversary date of the execution of the agreement for an additional one (1) year term unless either party gives a notice of non-renewal at least thirty (30) calendar days prior to the anniversary date.
8. Notwithstanding the provisions of the foregoing paragraph, either party without cause may terminate this agreement at any time by serving a ten (10) County business day written notification of termination on the other party. Upon misconduct or unsatisfactory work performance by Contractor, as determined by County, County may, at any time terminate this Agreement immediately upon written notification to Contractor. The Arrowhead Regional Medical Center Director has the full authority and discretion to exercise County's rights under this paragraph.
9. As a condition of employment with the Arrowhead Regional Medical Center, Contractor does hereby agree to uphold the conflict of interest policy of the County which is stated under Rule 1, Section 8 of the County Personnel Rules as follows:

"No official or employee shall engage in any business transaction or shall have a financial or other personal interest or association direct or indirect, which is in the conflict with the proper discharge of official duties or would tend to impair independence or judgment or action in performance of official duties. Personal, as distinguished from financial interests includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment."
10. Contractor agrees to keep confidential all patient data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for the Arrowhead Regional Medical Center. In addition, upon termination of this agreement, Contractor agrees to return all confidential materials to the Chief Operating Officer.
11. Contractor agrees to report any and all violations of the above by any other person and/or by Contractor to the Chief Operating Officer.
12. Contractor shall be reimbursed for necessary expenses incurred on behalf of the County the same as employees in the Exempt Unit.

13. In the event this Agreement is terminated for the purpose of making Contractor a regular County employee serving in the same capacity, as under this Agreement, Contractor shall maintain all previously achieved rates of accrual, leave balances and benefit dates. Contractor's leave balances shall carry over at their full value and be immediately available for use.
14. If the services to be performed under this Agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this Agreement. In order for the Contractor to use any County-owned vehicle during the performance of this Agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving records. If such report discloses that Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle.

In order for Contractor to be able to use a private vehicle during the performance of this Agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- a. Fifteen Thousand Dollars (\$15,000) for single injury or death,
- b. Thirty Thousand Dollars (\$30,000) for multiple injury or death,
- c. Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this Agreement.

15. Contractor shall successfully complete a background check and pre-employment physical examination, and shall submit evidence of Contractor's eligibility to work in the United States as a condition of employment under this Agreement.
16. The standard tour of duty or work shift shall be Monday through Friday, 8:00 a.m. to 5:00 p.m., or such other work shifts as may be mutually agreed upon by Contractor and County.
17. The Director of the Arrowhead Regional Medical Center shall have the sole right and authority to act for and exercise County's rights hereunder.
18. This position shall report to the Arrowhead Regional Medical Center's Chief Operating Officer.
19. Contractor shall not be entitled to any further compensation and/or benefits other than as is specifically provided for in this Agreement.

CONCLUSION

20. This Agreement, consisting of five (5) pages is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions and benefits.

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COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By: ► _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: _____

Approved as to Legal Form

► _____
County Counsel

Reviewed by Contract Compliance

► _____

Presented to BOS for Signature

► _____
Department Head

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____

Date _____

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By